



## Received a Notice of Adjudication? The First 24 Hours

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*A practical response guide for contractors, subcontractors, developers and construction professionals facing an adjudication timetable.*

**Construction adjudication moves quickly. The first day should be used to control the timetable, preserve the evidence and identify the real issues - not to draft a rushed defence.**

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Solicitor, Chartered Engineer and experienced construction adjudicator

**Need help with a live dispute? 01403 800 246 | 07843 580 112 | [reception@hqlaw.co.uk](mailto:reception@hqlaw.co.uk)**

Law and procedure stated as at 8 September 2026. This guide is general information, not legal advice. Construction contracts and adjudication timetables vary; urgent advice may be required.

## The first rule: do not ignore it

A Notice of Adjudication can trigger a very compressed process. Where the statutory adjudication regime applies, the procedure must aim to secure appointment of the adjudicator and referral of the dispute within 7 days of the Notice, and ordinarily requires a decision within 28 days of referral. Contractual adjudication provisions or the Scheme for Construction Contracts may govern the detail.

### Immediate priority

Record exactly when, how and by whom the Notice was served. Preserve the original email, attachments, delivery records and any covering correspondence. The service date can affect the timetable.

## Your first 24-hour checklist

|                          |                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Save the Notice and all attachments in a controlled matter folder; do not overwrite the originals.                                                  |
| <input type="checkbox"/> | Record the date and time of service and the method of service.                                                                                      |
| <input type="checkbox"/> | Identify the referring party, responding party, project, contract and amount claimed.                                                               |
| <input type="checkbox"/> | Check whether an adjudicator has already been nominated or an adjudicator nominating body has been approached.                                      |
| <input type="checkbox"/> | Locate the complete contract, subcontract or appointment, including amendments, schedules and adjudication provisions.                              |
| <input type="checkbox"/> | Create a one-page deadline sheet covering the Notice, appointment, Referral, Response and any other directions already stated.                      |
| <input type="checkbox"/> | Identify the internal decision-maker who can approve strategy and expenditure quickly.                                                              |
| <input type="checkbox"/> | Preserve project records: payment documents, notices, programmes, variation records, site records, correspondence, photographs and expert material. |
| <input type="checkbox"/> | Avoid making unnecessary admissions or substantive responses before the Notice and jurisdiction position have been reviewed.                        |



Arrange an urgent conflict check and specialist review if legal assistance may be required.

## 1. Work out exactly what dispute has been referred

| Question                                | What to check                                                                                             |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| What remedy is sought?                  | Payment, valuation, extension of time, defects, declaration, final account, damages or another remedy?    |
| What amount is claimed?                 | Identify the principal sum, interest, VAT and any alternative figures.                                    |
| What period or application is involved? | Check that the Notice is tied to the correct payment cycle, final account, variation or event.            |
| What issues are expressly included?     | The Notice defines the dispute referred. Read it closely before assuming what the adjudicator can decide. |
| What has happened before?               | Locate prior claims, responses, notices, meetings, adjudications and settlement correspondence.           |

## 2. Check the contract and the adjudication route

The contract may contain its own adjudication machinery. If it does not comply with the Construction Act, relevant provisions of the Scheme for Construction Contracts may apply. The first review should identify the contractual route rather than assuming every adjudication follows the same timetable.



Contract date and parties are correct.



The agreement is a construction contract to which the statutory regime applies, or there is another contractual right to adjudicate.



The Notice has been served in accordance with the contract/service provisions.



The correct adjudicator nominating body or appointment mechanism has been used.



The dispute appears to have crystallised before referral.



The Notice and intended Referral concern the same dispute.



Any previous adjudication decision affecting the

same issue has been identified.



Any jurisdiction reservation that may be required is considered promptly and consistently.

### **Jurisdiction is not a box-ticking exercise**

A genuine jurisdiction issue can be important, but an unfocused challenge can consume valuable time. Identify the point, preserve it properly if appropriate, and continue preparing the substantive defence unless advised otherwise.

## **3. Build the evidence pack before you build the argument**



Executed contract / subcontract / appointment and all amendments.



Relevant applications, payment notices, pay less notices and invoices.



Programme and updated programmes relevant to delay or sequencing.



Variation instructions, quotations, valuation records and change registers.



Site diaries, progress records, photographs and meeting minutes.



Key emails and letters, including the documents said to crystallise the dispute.



Final account, cost records or quantum schedules.



Relevant technical reports, drawings and specifications.



Previous adjudication documents or decisions on connected issues.



A concise chronology of key events.

Do not simply export the entire project server. A disciplined core bundle is more useful than thousands of unstructured documents. Preserve the wider records, but identify the documents that actually prove or disprove the issues in the Notice.

## 4. Decide the response strategy

### 1 Identify the commercial objective

Is the priority to defeat the claim, reduce it, preserve cash flow, secure time, protect a wider final-account position, or open a settlement route?

### 2 Separate jurisdiction from merits

List any jurisdiction points separately from the factual, contractual and valuation defence.

### 3 Identify witnesses and technical input

Decide immediately whether project personnel, a quantity surveyor, programmer or technical expert will be needed.

### 4 Create a responsibility matrix

Assign ownership of chronology, payment material, programme, technical evidence, witness material and document control.

### 5 Budget and communicate

Confirm who can approve the legal and expert spend and who will be the single client contact during the adjudication.

## 5. What not to do in the first 24 hours

|                          |                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Do not assume the claim is invalid simply because you disagree with it.                       |
| <input type="checkbox"/> | Do not send a lengthy merits response before the Notice has been analysed.                    |
| <input type="checkbox"/> | Do not let multiple people communicate independently with the adjudicator or referring party. |
| <input type="checkbox"/> | Do not delete, alter or “tidy up” project records.                                            |
| <input type="checkbox"/> | Do not miss appointment, service or response deadlines while debating strategy.               |
| <input type="checkbox"/> | Do not assume the adjudicator will extend time merely because the dispute is document-heavy.  |
| <input type="checkbox"/> | Do not treat a jurisdiction challenge as a substitute for preparing the substantive case.     |

## A practical first-day file structure

| Folder                    | Contents                                                                         |
|---------------------------|----------------------------------------------------------------------------------|
| 01 - Notice & Appointment | Notice, covering email, nominating-body correspondence, adjudicator appointment. |
| 02 - Contract             | Executed contract, amendments, schedules, adjudication/service clauses.          |
| 03 - Chronology           | One working chronology with source-document references.                          |
| 04 - Payment / Quantum    | Applications, notices, valuations, final account, cost records.                  |
| 05 - Programme / Delay    | Programmes, notices, EOT material, progress evidence.                            |
| 06 - Technical / Defects  | Drawings, specifications, reports, photographs, expert material.                 |
| 07 - Correspondence       | Only the key correspondence initially; preserve the rest separately.             |
| 08 - Draft Response       | Working issues list, evidence gaps, witness points and response drafts.          |

## When to seek urgent advice

Specialist assistance is particularly valuable where the claim is substantial, the Notice raises jurisdiction issues, the contract is heavily amended, there are multiple payment cycles or contracts, delay/defects evidence is involved, or the client has only a few days to organise a defence.

HQ Law urgent adjudication response review - £1,250 + VAT

HQ Law can review the Notice, contract and immediate jurisdiction/timetable position, identify the first response steps and advise on the scope of representation. The fixed fee is subject to conflict clearance, agreed document limits and capacity; third-party costs, if any, are separate. Contact HQ Law promptly where a live deadline is running.

## Key legal sources

Housing Grants, Construction and Regeneration Act 1996 - adjudication framework:

<https://www.legislation.gov.uk/ukpga/1996/53/section/108>

Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended:

<https://www.legislation.gov.uk/uksi/1998/649/contents>

Technology and Construction Court Guide, Fourth Edition 2026:

[https://www.judiciary.uk/wp-content/uploads/2026/06/46.20\\_JO\\_Technology\\_and\\_Construction\\_Court\\_Guide\\_2026\\_WEB.pdf](https://www.judiciary.uk/wp-content/uploads/2026/06/46.20_JO_Technology_and_Construction_Court_Guide_2026_WEB.pdf)

## About Christopher Hough

### Christopher Hough MSc, CEng, FICE, FCI Arb, Solicitor

Christopher qualified as a solicitor in 1990 after first qualifying as a Chartered Engineer. He has specialised in construction law for more than three decades, with experience of litigation, arbitration and adjudication in the UK and internationally. He has given adjudicator decisions in disputes valued at more than £10 million and combines legal analysis with an engineer's understanding of construction projects.

## Speak to HQ Law

**A live construction dispute is usually easier to manage before the timetable gets away from you.**

For an initial discussion: 01403 800 246 | [reception@hqlaw.co.uk](mailto:reception@hqlaw.co.uk) | [www.hqlaw.co.uk](http://www.hqlaw.co.uk)

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